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CITY AND COUNTY OF SAN FRANCISCO

8 UNITED STATES DISTRICT COURT

9 NORTHERN DISTRICT OF CALIFORNIA

10 MARYLON BOYD, individually and as
11 Executor of the Estate of CAMMERIN
BOYD, deceased, et al.

Case No. 04-5459 MMC

12 Plaintiffs,

**STIPULATION AND [PROPOSED]
PROTECTIVE ORDER GOVERNING
CONFIDENTIAL MATERIAL**

13 vs.

14 CITY AND COUNTY OF SAN
FRANCISCO, et al.

15 Defendants.

17 Pursuant to Federal Rule of Civil Procedure 26(c) the parties have met and conferred and
18 agree that the documents covered by this order require the protection of a protective order and that the
19 mode of discovery of these documents be pursuant to this order.

20 GOOD CAUSE APPEARING, the parties stipulate, though their attorneys of record, to the
21 entry of an order as follows:

22 1. All documents containing peace officer personnel information or records of the citizen
complaint that the defendants consider in good faith to be or to contain Confidential Official
24 Information shall be stamped or otherwise designated "Confidential."

25 2. The homicide file documents (Bates Stamp Boyd/CCSF 00001-01336 and 01646-
01673), which has already been produced, but do not bear the stamp "confidential" shall be
27 considered Confidential Official Information within the meaning of this stipulation, as well as the

1 transcripts of the recorded interviews of Fatima Wilson on May 14 and May 20, 2004 and the tapes of
2 those interviews.

3 3. Plaintiffs shall preserve the confidentiality and privacy of all Confidential Official
4 Information.

5 4. The Confidential Official Information shall be made available only to plaintiffs,
6 deponents or trial witnesses, counsel of record, or experts engaged by the parties or counsel of record.
7 The persons receiving such documents or information shall use them solely for the purpose of this
8 litigation. Confidential Official Information may be disclosed to persons only to the extent necessary
9 for the preparation or trial of this case. Confidential Official Information shall not be disclosed
10 directly or indirectly to any other person other than as provided in this Order, except by agreement of
11 the City. Unauthorized disclosure of the substance, a summary, or any portion of a confidential
12 document constitutes a violation of this Order.

13 5. In the event that any Confidential Official Information is disclosed to anyone beyond
14 the scope of that permitted by this Order, whether by agreement or subsequent order, each person
15 receiving such disclosure shall be shown a copy of this Order and shall sign a statement agreeing to
16 be bound by this Order. Defendants shall be provided notice of such disclosure at the time the
17 documents are returned. This Order is enforceable in contempt proceedings.

18 6. Any use of Confidential Official Information, or comment on the contents of any
19 Confidential Official Information in pleadings or documents filed with the court pursuant to this
20 litigation, shall be filed in sealed envelopes. The sealed envelopes shall be endorsed with the caption
21 of this litigation, and an indication of the nature of the contents of the envelopes and a statement
22 substantially in the following form:

23 This envelope contains documents that are filed in this case pursuant to a
24 Protective Order and are not to be opened nor the contents thereof to be
25 displayed or revealed except by further order of the Court or written consent of
the City and County of San Francisco.

26 7. Nothing in this Order shall be deemed to: (1) limit or waive any right of any party to
27 resist or compel discovery with respect to documents or other material which may be claimed to be
28 privileged or otherwise protected or protectable; (2) preclude any party at any time from seeking and

1 obtaining from the court, on an appropriate showing, additional protection, including an order that
2 material shall not be produced at all; or (3) constitute a ruling on the admissibility of any documents
3 or other material as evidence in this action.

4 8. All documents covered by this Order and copies thereof will be returned to the City at
5 the termination of this litigation. On final disposition of this case, plaintiff's counsel shall within one
6 month after the final disposition of this case, without request or further order of this Court, return all
7 Information to the Deputy City Attorney of record in this matter. The provisions of this Order,
8 insofar as they restrict the communication and use of the documents or information covered by this
9 Order, shall, without written permission of the City or further order of the court, continue to be
10 binding after the conclusion of the action.

11 9. Should plaintiffs fail to comply with this agreement, plaintiffs and plaintiffs' counsel
12 could be liable for all costs associated with enforcing this agreement, including but not limited to all
13 attorney fees in amounts to be determined by the court.

14 10. Nothing in this agreement shall prevent Plaintiffs from seeking a court order
15 challenging the confidential designation by defendants of these documents.

16 Dated: January 27, 2006

17 DENNIS J. HERRERA
18 City Attorney
19 JOANNE HOEPER
20 Chief Trial Attorney
BLAKE P. LOEBS
SCOTT D. WIENER
Deputy City Attorneys

21 By: /s/ Blake P. Loebs
22 BLAKE P. LOEBS
23 Attorneys for Defendants
CITY AND COUNTY OF SAN FRANCISCO

24 Dated: January 30, 2006

25 Schonbrun, DeSimone, Seplow, et al

26 By: /s/ Michael Morrison
27 MICHAEL MORRISON
Attorneys for Plaintiffs